A late decision of the Supreme Court held that it was a public purpose to provide necessities for the public, and that the state legislatures and courts could best decide what were included in that term. *Jones v. City of Portland* (1917) 245 U. S. 217, 38 Sup. Ct. 112, (1918) 27 YALE LAW JOURNAL, 824, 836. The instant case represents a decidedly liberal view of "necessities." See (1918) AM. L. REV. 215. Indications are that government operation of a business will be allowed where regulation of rates and facilities would be sustained. See COMMENT (1918) 27 YALE LAW JOURNAL, 824. But operation may even precede such regulation. *Holton v. Camilla* (1910) 134 Ga. 560, 68 S. E. 472. It would seem that the concept of "necessities" might soon cover nearly all products, and that all industries might be regulated or operated as in mediaeval times. It is not easy to see what limitations will be placed on government operation, but as yet the furnishing of amusements is unauthorized. *State ex rel. Toledo v. Lynch* (1913) 88 Oh. St. 71, 102 N. E. 670. And it may be presumed that the operation must be for the general benefit rather than for a particular group or class. *Cf. Loan Association v. Topeka* (1875, U. S.) 20 Wall. 655. However, it is doubtful if the courts will insist on the curiously unsound requirement that the operation shall not be for profit. See *Jones v. Portland, supra.* The court in the instant case relies for affirmance of its decision on the promises of the Supreme Court to give great weight to the decision of the state courts on the ground that they could best judge economic conditions. *Cf. Hairston v. Danville and Western Ry.* (1908) 208 U. S. 598, 28 Sup. Ct. 331; *cf. Jones v. Portland, supra.* Consistent holdings could now allow the establishment of different economic systems in different states. Perhaps the resultant competition would be the best test of the new economic theories.

TELEGRAPHS AND TELEPHONES—MESSAGES ACCEPTED BY TELEPHONE—OPERATOR AGENT OF COMPANY AND NOT OF SENDER.—The defendant telegraph company maintained a telephone in its transmitting office for the purpose of receiving messages to be sent over its wires. Through the negligence of the operator in receiving a telegram over the telephone, a mistake was made in the initials of the addressee. The message failed to reach its destination, thereby causing damage to the plaintiff for which suit was brought. *Held,* that the plaintiff should recover, because the operator, in receiving the message over the telephone, was the agent of the telegraph company and not of the sender. *Salisbury v. Western Union* (1919, Mo. App.) 217 S. W. 551.

A telegraph company may place reasonable regulations upon the use of its service. Stipulations upon a telegraph blank that "no responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices," and that "if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender," have been held reasonable. *Collatta v. Western Union* (1920, Miss.) 83 So. 401, (1920) 29 YALE LAW JOURNAL, 697. *Ayres v. Western Union* (1901) 65 App. Div. 149, 72 N. Y. Supp. 634; *Stamey v. Western Union* (1893) 92 Ga. 613, 18 S. E. 1008. Where the sender was unable to write and requested the operator to write the message for him, it was held that the operator was acting as the agent of the sender and that the company was under no duty to pay for mistakes. *Western Union v. Jackson* (1909) 163 Ala. 9, 50 So. 316; *Western Union v. Holcomb* (1912, Tex. Civ. App.) 152 S. W. 190. Nor could the telegraph company be held when the messages were delivered orally to the operator. *Western Union v. Dozier* (1890) 67 Miss. 288, 7 So. 325. If the company has customarily undertaken to transmit messages accepted orally, however, they have been liable for any error of the operator. *Western Union v. Stevenson* (1889) 128 Pa. 442, 18 Atl. 441. Likewise, when a telegraph company maintains a telephone in its transmitting office over which it accepts messages, it

thereby invites the public to send messages over this telephone. An operator accepting such message is the agent of the company and it is liable for his errors. *Markley v. Western Union* (1913) 159 Iowa, 557, 141 N. W. 443; *Postal Telegraph & Cable Co. v. Prewitt* (1917, Tex. Civ. App.) 199 S. W. 316; *Bowie v. Western Union* (1907) 78 S. C. 424, 59 S. E. 65. The instant case is decided upon the theory accepted by a majority of the courts.

TORTS—JOINT TORT-FEASORS—LIABILITY FOR POLLUTION OF WATER-COURSES.—The plaintiff brought an action for damages against six coal mining corporations for the pollution of a stream. There was no collusion or concerted action whatever between the defendants. *Held,* that the plaintiff should not recover, because the defendants were not jointly and severally liable. *Farley v. Crystal Coal & Coke Co.* (1920, W. Va.) 102 S. E. 265.

There is a conflict of authority as to whether or not the doctrine of joint and several responsibility at law should apply to cases of unintended damage caused by the acts of several persons acting without collusion and independently. See Cooley, *Torts* (3d ed. 1906) 246. The general tendency appears to favor enforcing a joint and several duty to pay damages where a single injury is caused by concurrent wrongful acts or omissions. *Matthews v. Delaware L. & W. R. Co.* (1893) 56 N. J. Law, 34, 27 Atl. 919 (injury in collision due to joint negligence of two railroads); *Corey v. Havener* (1902) 182 Mass. 250, 65 N. E. 69 (plaintiff's horse frightened by two passing motorcycles). Where the plaintiff suffers separate injuries, caused by the several defendants, though similar in character and inflicted at the same time, he can hold the defendants only severally. *State v. Wood* (1896) 59 N. J. Law, 112, 35 Atl. 654; *New Orleans Ins. Ass. v. Harper & Waggaman* (1880) 32 La. Ann. 1165; see Shearman & Redfield, *Negligence* (6th ed. 1913) sec. 123. Cases of water pollution, though the defendants do not cause "separate injuries" in this latter sense at all, are almost universally placed in the second group, and each defendant must be sued for his contribution to the damage. *Chipman v. Palmer* (1879) 77 N. Y. 51; *Mansfield v. Brister* (1907) 76 Oh. St. 270, 81 N. E. 631; *Thackaberry v. Sioux City Service Co.* (1911) 154 Iowa, 358, 132 N. W. 945, 40 L. R. A. (N. S.) 102; *cf. Valparaiso v. Moffit* (1895) 12 Ind. App. 250, 39 N. E. 909. It is difficult to see how the damage caused by each individual defendant can be identified in these cases, and logically it would seem far better to place them in the first group and enforce joint and several responsibility. In the instant case the court overruled a previous decision on the ground that the cases cited to uphold it dealt with direct as opposed to consequential injury. *Day v. Louisville Coal & Coke Co.* (1906) 60 W. Va. 27, 53 S. E. 776. But the reasons for holding the defendants jointly are equally strong where the damage is consequential; in either event it seems impossible to apportion it. *Cf. Schumpert v. Southern Ry.* (1902) 65 S. C. 332, 43 S. E. 813; *cf. Lyman v. County of Hampshire* (1885) 140 Mass. 311, 3 N. E. 211. In thus overruling the previous decision, the instant case has wiped out one of the very few decisions which clearly favor joint responsibility at law in the water-pollution cases. Yet almost all jurisdictions will sustain a joint bill for an injunction in cases of this type. *Warren v. Parkhurst* (1906) 186 N. Y. 45, 78 N. E. 579, 6 L. R. A. (N. S.) 1149, note. It is submitted, therefore, that it would be more consistent with ideas of modern procedure if the law courts were to enforce joint and several responsibility. For the obstruction of the natural flow of surface water by an adjacent landowner, see (1920) 29 YALE LAW JOURNAL, 686.